

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY,
MISSISSIPPI

MOHAMMAD SHAHBAZI

PLAINTIFF

VS.

20-452

JACKSON STATE UNIVERSITY
THOMAS HUDSON, ACTING PRESIDENT;
THE BOARD OF TRUSTEES FOR THE INSTITUTION
OF HIGHER LEARNING, Dr. Ford Dye, AND JOHN DOES

DEFENDANT

COMPLAINT
(JURY TRIAL DEMANDED)

COMES NOW the Plaintiff, Dr. Mohammad Shahbazi, by and through undersigned counsel, and files this his Complaint against the Defendant, Jackson State University, Thomas Hudson, Acting President; The Board of Trustees For the Institution of Higher Learning (IHL), Doug W. Rouse, President of IHL, and John Does, and would show unto the Court the following:

PARTIES

1. Plaintiff, Dr. Mohammad Shahbazi, (also referred to as "Dr. Shahbazi", or "Shahbazi"), is an adult residence citizen of Rankin County, State of Mississippi whose address is located at:
682 Spring Lake Dr.
Pearl, MS 39208.
2. Defendant, Jackson State University (also referred as "JSU", is a public institute of higher learning established in the State of Mississippi and may be served with process through the office of the Attorney General, State of Mississippi, Suite, 1200, Jackson, Mississippi 39201.
3. Defendant, The Institute of Higher Learning (also referred to as "IHL") through its Board of Trustees is a signatory to the Contract of Employment (sabbatical leave application) with the Plaintiff. The Board of Trustee is the constitutional governing body of the State Institution of Higher Learning. It may be served with process through the Office of the Attorney General. The Honorable Lyn Finch at:
550 High Street, Suite 1200
Jackson, Mississippi 39201.



4. Dr. Ford Dye as the President of the IHL Board of Trustees, State of Mississippi, who may be served through the Board of Trustees at:
3825 Ridgewood Road
Jackson, Mississippi 39211.
5. John Does are any unknown person who may have been responsible for or who have contributed to the negligence alleged herein. They will be added as defendants herein after their identities become known.
6. Thomas Hudson is the Acting President of JSU, who may be served at the Office of the President:
1400 John R. Lynch Street
Administration Tower, 9th Floor
POB 17239, Jackson, Mississippi 39217.
7. Institution of Higher Learning, an Administrative Unit that manage and control school funds of the State of Mississippi, located at:
3825 Ridgewood Road
Jackson, MS 39211
and may be served with process by serving its agent for process; Commissioner, Dr. Alfred Rankins Jr. at:
3825 Ridgewood Road
Jackson, MS 39211.

JURISDICTION AND VENUE

8. This court has subject matter jurisdiction of the civil action in that the events or causes of action alleged in the Complaint occurred or accrued in whole, or in part, in the First Judicial District of Hinds County, Mississippi.

FACTS

9. On or about January 17, 2019 Dr. Mohammad Shahbazi entered into and an executed contract with Jackson State University and/or the Board of Trustees for The Institute of Higher Learning. (See attached Exhibit "A".) This contract included certain provisions on matters concerning his employment and the amount of his employment pay, "salary".
10. Dr. Mohammad Shahbazi, Professor of Behavioral and Environmental Health was receiving a "salary" per annum in the amount of \$82,756.00 pro rate; Ayers Funds, 9 months contract in salary.

11. Dr. Mohammad Shahbazi's Contract and Agreement also provided for Sabbatical leave pay for the period August 16, 2019 through December 31, 2019; Ayers Funds in the amount of \$41,378.00.

SABBATICAL LEAVE

12. On or about January 17, 2019, Plaintiff, Dr. Mohammad Shahbazi filled an "Application for Sabbatical Leave". (A copy of the same is attached hereto as Exhibit "A") and made a part hereof as if copied fully herein in words and figures.
13. Dr. Mohammad Shahbazi's application requested leave from July 1, 2019 to December 31, 2019 for the purpose of working on a book, entitled – The Breezes from the South: Life and Works of the Contributors".
14. The application further stated "on a salary basis during period of leave of 1 half salary in accordance with the regulations of the Board of Trustees of Institute of Higher Learning covering such leave." Dr. Mohammad Shahbazi's salary is \$82,756.00 on the basis of 9 month of service. One half of his salary would be \$41,378.00. During his sabbatical leave Dr. Shahbazi was only paid \$20,689.60.
15. Further, Dr. Mohammad Shahbazi's Application for Sabbatical Leave provided "I have been a member of the faculty of Jackson State University for 19.5 years, holding academic rank as follows for the years indicated; Assistant Professor (1999-2005); Associate Professor (2005-2009) and Tenured Professor (2009-present)". Degree held: BS, MS, MA, PhD, MPH.
16. Dr. Mohammad Shahbazi's "Application for Sabbatical Leave" was thereafter approved by Dr. Mary Shaw-Riley, Department Chair on January 16, 2019; by Mohammad Shahbazi [Interim School of Public Health]/College Dean on January 16, 2019; by Dr. Lynda Brown-Wright, Provost on January 19, 2019 and, by Dr. William Bynum, President of JSU on January 22, 2019. The approved sabbatical application was forwarded to IHL for review and endorsement.
17. Jackson State University presented the aforesaid, para 16, Application to the IHL Board of Trustees' May 2016 Meeting. The minutes of the Board of Trustees of State Institution of Higher Learning dated May 16, 2019 under Section 24 "Sabbatical"; two matters were considered, one – Dr. Bernhardt Professor of History, and the other:

"Mohammad Shahbazi; Professor of Behavioral and Environmental Health;

from salary \$82,756 per annum, pro rata; Ayers Funds; 9-month contract; to salary \$41,378 for sabbatical period; Ayers Funds; effective August 16, 2019 to December 31, 2019; professional development."

A copy of the Minutes is attached hereto as Exhibit "B" and is made a part hereof as if copied fully herein in words and figures.

18. Dr. Mohammad Shahbazi began his Sabbatical Leave as approved by the aforesaid listed individuals (para 16) and IHL endorsement (reported in IHL's May 16, 2019 meeting), para 17.
19. In August 2019, shortly after the first salary deposit for JSU faculty, in the 2019-2020 academic year, Dr. Mohammad Shahbazi notified Dr. Mary Shaw-Riley, Chair and Professor of JSU's Department of Behavioral and Environmental Health (Dr. Shahbazi's immediate work supervisor) that he was not paid the correct salary while on sabbatical.
20. Dr. Shahbazi, subsequently, informed College Dean and JSU Provost with copies to JSU HR Director, and JSU General Counsel informing them that he was not paid the correct salary while on sabbatical leave.
21. In May 20, 2020, Dr. Mohammad Shahbazi, filled a formal Complaint (Form B-Faculty Issue Worksheet) regarding his sabbatical leave salary for the fall semester 2019. His grievance was that his annual salary was in the amount of \$82,757.00 and that he was entitled to be paid one-half of his salary in the amount of \$41,378.00. Dr. Shahbazi stated that he had only been paid the sum of \$20,689.00, which was an incorrect amount and that he was entitled to receive an additional sums of \$20,689.00
22. Thereafter on or about May 20, 2020, Dr. Mary Shaw-Riley, sent a letter to the Plaintiff, Dr. Mohammad Shahbazi (in response to aforesaid, para 21), advising him that she had made various efforts to have the matter resolved to Plaintiff's satisfaction, and that she will forward his formal grievance to the next level (College Dean). (A copy of her letter is attached as Exhibit "C".); and made a part hereof as if copied fully herein in words and figures.
23. Dr. Mohammad Shahbazi received a letter from Dr. Girmay Berhie, Dean, College of Health Sciences, addressed to Dr. Lynda Brown-Wright, Provost and Vice President for Academic Affairs, Jackson State University; stating that "per the JUS Faculty Handbook, compensation for faculty on sabbatical leave states:

“Each person granted sabbatical leave may receive and be paid compensation up to the rate of fifty percent of such person’s annual salary.”

Dr. Shahbazi took approved sabbatical with the understanding that he would be paid one-half of his annual salary (\$82,756.00) during his leave. Dr. Berhie stated that “based on information that I have, I agree that the University should compensate Dr. Mohammad Shahbazi for the remaining portion of the salary for fall 2019. (A copy of the letter is attached as Exhibit “D”) and made a part hereof as if copied fully herein in words and figures.

24. The Plaintiff, Dr. Mohammad Shahbazi, filed a formal grievance pursuant to Jackson State University Handbook, Sub Para G. Steps To Follow in Presenting the Grievance (page 52 of 145):

Step 1: “A faculty member with a grievance is encouraged to discuss the facts and circumstances giving rise to the grievance with his/her chair and attempt to resolve the matter at that level. If the grievance is resolved through discussion between the parties, no written decision is necessary. If the grievance is not resolved, the faculty member must submit the grievance to the department chair using Form I. The department chair must render a written decision to the employee on the complaint within five (5) working days of receipt of the written grievance using Form II.

The Plaintiff followed Step 1 of the Grievance Proceeding.

Step 2: If the employee is dissatisfied with the decision of the department chair, or if the decision is not rendered in a timely manner, the employee may appeal to the college/school dean through the department chair. The academic dean will convene a meeting with the department chair and faculty member within five (5) working days of the receipt of Form III. The college/school dean will investigate the matter, afford the employee an opportunity to present information and evidence pertinent to the grievance, receive information and evidence from the department chair, and render a decision within ten (10) working days of the close of the meeting.

Step 3: If the employee is dissatisfied with the academic dean's response at Step 2, he/she may appeal to the CAO within five (5) working days

after receipt of the dean's response. The CAO will review and investigate the matter and convene the Faculty Grievance Committee within five (5) working days after receiving the appeal notification. This committee's role is strictly advisory to the IEO.

The Faculty Grievance Committee shall do the following:

1. Conduct hearings, investigations, and all other activities that will bring to light all of the facts of the case that form the bases for remedial actions. The Committee will ensure a complete, fair, and impartial hearing for the benefit of all parties concerned.
2. Schedule a hearing within ten (10) working days after receipt of the charge from the CAO. The date for which the hearing is scheduled may be at a time later than 10 days.
3. Meet in executive session after completion of all hearings and investigations to deliberate the findings and submit a written recommendation within five (5) working days following the hearing to the IEO and the employee. The IEO shall normally render a final decision in writing to the grievant within (14) working days after receiving the recommendation of the Faculty Grievance Committee. Pursuant to the Policies and Bylaws of the Board of Trustees as amended February 1998, Section 405.02, the decision of the Institutional Executive Officer shall be final.

A copy of the Jackson State University Faculty Handbook ref: Page 52 is made an Exhibit hereto as if copied fully herein in words and figures. (See Exhibit "E".)

25. A hearing was held before the Jackson State University Grievance Committee on June 11, 2020: The Committee "found as follows: Dr. Shahbazi's contention regarding reduced semester pay for 1 semester sabbatical - Fall 2019 was sufficiently established."

Further: "To find in any way other than that Dr. Shabazi's claim was sufficiently established would require a contradictory interpretation of what is explicitly stated in Dr. Shabazi's approved sabbatical application and the IHL minutes wherein it states that, "Mohamed Shabazi; Professor of Behavioral and Environmental Health; from salary \$82,756 per annum pro rata; Ayers Funds: 9-month contract: to salary \$41,378 for sabbatical period; Ayers Funds; effective August 16, 2019 to December 31, 2019; professional development."

"Additionally and apparently, the sabbatical pay standard applied to Dr. Shabazi was inconsistent with the application of sabbatical pay standard for other faculty members who were on sabbatical during the same term. Specifically, it appears other faculty members received full semester pay for 1 semester sabbatical leave."

The Committee Recommendations: "The committee, therefore, recommends that Dr. Shabazi's Fall 2019 semester pay be restored and that he recover the difference in his semester pay (\$41,378) and what he was paid (\$20,689) such that he receive Twenty Thousand, Six Hundred Eighty Eight Dollars and Ninety Eight Cents (\$20,688.98) pursuant to the amounts asserted in his sabbatical application and IHL minutes.

See attached Exhibit "F", which is made a part hereof as if fully copied herein in words and figures.

26. The Plaintiff, Mohammad Shahbazi, therefore received a letter from Thomas Hudson, Acting President of Jackson State University dated July 8, 2020 (the letter was emailed to Dr. Shahbazi, as an e-mail attachment, on July 14, 2020), which stated in part:

"After a review of the record, it has been determined that your annual salary was adjusted to a rate fifty percent (50%) of your semester salary during your sabbatical period of one semester. Your salary was returned to your normal full time salary after your leave was completed. Therefore, it is my decision no further actions are warranted and this matter shall be considered closed by the University."

See attached Exhibit "G", a copy which is attached hereto and made a part hereof as if copied herein in words and figures.

27. Plaintiff, Dr. Mohammad Shahbazi, would show unto the Court, that One-Half of his annual salary was \$41,378.00 and that during the sabbatical period Dr. Shahbazi was only paid the sum of \$20,689.60.

Full Salary	\$82,756.00
One-half (sabbatical).....	\$41,378.00
Amount Actually paid....	\$20,689.60

Unpaid amount:	<u>\$20,688.40</u>
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28. The Mississippi Institution of Higher Learning has a non-delegated duty to provide an adequate and equal standard to all employees, accessibility an equal accountability for educational needs of all employees without discrimination.

Additionally, the Mississippi Institution of Higher Learning along with Jackson State University, along with its President and others, breached its contractual Agreement with Dr. Mohammad Shahbazi. The Institution of Higher Learning failed to ensure the enforcement of the contractual Agreement with its employees and the assigned institution under the provisions of Mississippi Code Annotated VIII, Section 213-A.

CAUSE OF ACTION
BREACH OF CONTRACTUAL AGREEMENT

29. The Plaintiff, Dr. Mohammad Shahbazi, re-alleges and incorporate all averments as set forth above paragraph 1 through 28 and the same are incorporated herein.
30. The Plaintiff, Dr. Mohammad Shahbazi, and Defendants, Jackson State University, The Institution of Higher Learning (IHL), entered into a valid and binding contractual agreement, which is fully binding on both herein.
31. The Contractual Agreement between the parties is subject to and includes the various by-law and regulations of the IHL, and in particular Section 403.03, which provides that Dr. Mohammad Shahbazi was concurrently appointed to the faculty as a full tenured professor.
32. The Defendants have failed and refuse to compensate the Plaintiff, Dr. Mohammad Shahbazi, in the additional amount of \$20,689.40 pursuant to the terms of the parties' Contractual Agreement.
33. The Plaintiff, Dr. Mohammad Shahbazi, would show that Defendants discriminated against him during the same period of his sabbatical leave period. The Jackson State University Faculty Grievance Committee in their Memorandum dated July 19, 2020 stated:
- "Additionally and apparently, the sabbatical pay standard applied to Dr. Shabazi was inconsistent with the application of sabbatical pay standard for other faculty members who were on sabbatical during the same term. Specifically, it appears other faculty members received full semester pay for 1 semester sabbatical leave." (See Exhibit "F".)

CAUSE OF ACTION
BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING

34. The Plaintiff, Dr. Mohammad Shahbazi, re-alleges and incorporate all averments set forth above as if fully incorporated herein.
35. Mississippi law imposes a covent or duty of good faith and fair dealing in the performance and enforcement of all contracts, including the employment contract involving the Plaintiff and Defendants. This duty is based on fundamental notions of fairness and precludes subterfuge and evasion and requires that the parties observe standards of decency, fairness and reasonableness.
36. The Defendants, in breach of the duty of good faith and fair dealings, have failed or refused to comply with the provisions of the subject employment contract, all committed or done in bad faith and with a purpose of avoiding responsibility for their contractual obligations.

CAUSE OF ACTION
PUNITIVE DAMAGES

37. The Plaintiff re-alleges and incorporate all averments set forth above paragraphs 1 through 36 as if fully incorporated here.
38. Because the Defendant actions were malicious, fraudulent, egregious, in bad faith and in total disregard for the rights of Plaintiff, Mohammad Shahbazi, he is entitled to punitive damages.

DAMAGES

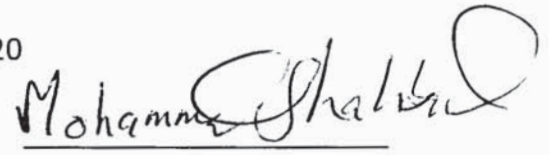
39. As a direct result of Defendants' breach of contract and breach of the duty of good faith and fair dealing, Dr. Mohammad Shahbazi is entitled to all damages allowed under Mississippi Laws to include:
- a. Lose wages: \$20,688.40
 - b. Emotional distress: (to be decided by Jury)
 - c. Embarrassment: (to be decided by Jury)
 - d. Attorney's fees: (to be set by the Court)
 - e. Punitive Damages: (\$1,000,000.00/to be set by the Jury)

- f. Past and future mental anguish: (to be set by the Jury)
- g. Damages for Discrimination: (to be set by the Jury)


PRAYER FOR RELIEF

WHEREFORE PREMISES CONSIDERED, the Plaintiff, Dr. Mohammad Shahbazi, pray that this Court will enter a Judgement against Defendants for breach of contract and breach of the duty of good faith and fair dealings in an amount in excess of the jurisdictional minimum of this Court, as well as for all summarized costs of this action, attorney fees, post judgment interest and for all other relief deemed proper.

Respectfully submitted on this the 24 day of July, 2020



Mohammad Shahbazi


HARRY J. ROSENTHAL
ATTORNEY AT LAW # 5677
834 W. Capitol Street
Jackson, Mississippi 39203
Tel. (601) 354-4391

EXHIBITS LETTERS “A” THROUGH “G”

Exhibit “A”: Dr. Shahbazi approved sabbatical leave application

RECEIVED

JAN 21 2019

OFFICE OF THE PRESIDENT
JACKSON STATE UNIVERSITY
Jackson, Mississippi

APPLICATION FOR SABBATICAL LEAVE

I, Mohammad Shahbazi, hereby apply for sabbatical leave from Jul. 1, 2019 to Dec. 31, 2019
for the purpose of working on a book, entitled, The Breezes from the South: Life and Work of the Contributors

How will proposed sabbatical activities enhance your effectiveness as a member of the Jackson State University Faculty?

Any publications require focused literature review, analyzing & synthesizing data. Such activities will enhance my academic skill, which in turn will benefit my students and JSU.

On a salary basis during period of leave of 1* half salary, in accordance with the regulations of the Board of Trustees of Institutions of Higher Learning covering such leaves. * 1 semester

My salary is \$ 82,756.00 on the basis of 9 month of service.

I have been a member of the faculty of Jackson State University for 9.5 years, holding academic rank as follows for the years indicated: Assistant Professor (1999-2005); Associate Professor (2005-2008); & Tenured Professor (2008 - Present)

Indicate degrees presently held (transcripts should be attached)
BS, MS, MA, PhD, MPH

If granted Sabbatical Leave, I hereby agree to abide by the terms of the regulations governing Sabbatical Leave as fully set forth in the Faculty Personnel Policies and Procedures Manual. Pages 67-69.

I hereby further agree to remain in the service of Jackson State University for at least one semester after the expiration of the sabbatical leave herein applied for. In case I am responsible for terminating by connection with Jackson State University after the expiration of my Sabbatical Leave; provided, however, that, in case of my permanent disability or death, due to ill health or accident, neither I nor my heirs shall be obligate to refund part of the amount paid me as salary while on Sabbatical Leave.

Signature of Applicant

Professor and Interim Dean

Present Rank or Title

Behavioral and Envt. Hlt./School of Public Health

Department

(Board Policies, 408.03, 2008)

Approved

Department Chair
Date 1-16-2019

College Dean
Date 1-16-2019

Provost
Date 1/19/19

President
Date 1/22/19

Exhibit "B": IHL May 16, 2019 Minutes

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 16, 2019**

BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 19, 2018, to each and every member of said Board, said date being at least five days prior to this May 16, 2019 meeting. At the above-named place there were present the following members to wit: Dr. Steven Cunningham (by phone), Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Ms. Jeanne Carter Luckey, Mr. Bruce Martin, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, and Dr. J. Walt Starr. The meeting was called to order by Hal Parker, President, with Trustee Duff providing the invocation.

INTRODUCTION OF GUESTS

- President Parker welcomed the Student Government Association Officers: James Stirgus, SGA President at Alcorn State University; Elizabeth Swindle, SGA President at Delta State University; Jordan Jefferson, SGA President at Jackson State University; Jake Manning, SGA President at Mississippi State University; John Jacob Miller, SGA President at Mississippi University for Women; Barron Mayfield, SGA President of the University of Mississippi; and Blake Johns, SGA President of the University of Mississippi Medical Center.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Ogletree, with Trustee Cunningham absent and not voting, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meetings held on April 18, 2019; April 22, 2019; April 24, 2019; and May 7, 2019.

CONSENT AGENDAS

Trustee Duff moved Finance Consent Agenda items #1, #3, and #16 to the Finance Regular Agenda and the Personnel Consent Agenda item for John Michael Thomas to the Personnel Regular Agenda for consideration. On motion by Trustee Ogletree, seconded by Trustee McNair, with Trustee Cunningham absent and not voting, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas as amended.

FINANCE

1. **SYSTEM** – Request for the Mississippi Institutions of Higher Learning's Executive Office (IHL) to purchase cyber liability and incident response insurance coverage with Lloyds of London – Beazley Syndicate (Beazley). Beazley will provide the cyber coverage and breach response services for the system. Cyber liability insurance will cover various cyber-related losses, including third party liability, first party loss, costs related to investigation

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 16, 2019**

24. SABBATICAL

Jackson State University

- Mark Bernhardt; Professor of History; *from* \$58,796 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$29,398 for sabbatical period; E&G Funds; effective August 16, 2019 to December 12, 2019; professional development
- Mohammad Shahbazi; Professor of Behavioral and Environmental Health; *from* salary \$82,756 per annum, pro rata; Ayers Funds; 9-month contract; *to* salary \$41,378 for sabbatical period; Ayers Funds; effective August 16, 2019 to December 31, 2019; professional development

Mississippi State University

FROM: Jeffrey Haupt; Professor, Art; *from* salary of \$72,132.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$36,066.00 per annum, pro rata for sabbatical period; E&G Funds; effective January 1, 2019 to May 15, 2019; professional development [Originally approved by IHL Board March 22, 2018.]

CORRECTED: Jeffrey Haupt; Professor, Art; *from* salary of \$73,214.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$36,607.00 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

University of Mississippi Medical Center

- Brian M. Kirmse; Associate Professor of Pediatrics; *from* salary of \$242,725 per annum, pro rata; E&G Funds; 12-month contract; *to* salary of \$32,674.52 for sabbatical period; E&G Funds; effective June 15, 2019 to August 2, 2019; professional development

25. TENURE

Alcorn State University

- Ananda Nanjundaswamy; *promotion to* Associate Professor; Department of Agriculture; effective August 13, 2019

Delta State University

- Joshua Armstrong; *promotion to* Associate Professor; Department of Music; effective August 19, 2019
- Liza Bondurant; *promotion to* Associate Professor; Division of Mathematics and Sciences; effective August 19, 2019
- Melody Fortune; *promotion to* Associate Professor; Division of Management, Marketing, and Business Administration; effective August 19, 2019
- James Gerald; *promotion to* Associate Professor; Division of Mathematics and Sciences; effective August 19, 2019

Exhibit “C”: Letter by Dr. Mary Shaw-Riley, Department Chair



May 20, 2020

Dr. Mohammad Shahbazi
Professor, Behavioral Health Promotion & Education
Department of Behavioral & Environmental Health
School of Public Health
College of Health Sciences
Jackson State University
Jackson, MS 39213

Dear Dr. Mohammad Shahbazi,

This letter serves to acknowledge receipt of the formal grievance that you filed with the Department Chair, Behavioral & Environmental Health in the School of Public Health, College of Health Sciences at Jackson State University. In accordance with university policies set forth in the JSU Faculty Handbook, I have reviewed the complaint and present the following response.

1. You notified me in August 2019 shortly after the first salary deposit for JSU faculty in the 2019-2020 academic year that you were not paid the correct salary while on sabbatical.
2. You requested me to notify the appropriate parties of the salary discrepancy.
3. I notified Ms. Shirley Banks, Executive Assistant and Finance Manager to Dean Girmay Berhie (the newly appointed Dean of the School of Public Health) about the inquiry and discrepancy. Ms. Banks indicated that she would discuss the matter with Dr. Berhie and contact the appropriate office/parties to seek resolution to the problem.
4. I forwarded the salary discrepancy inquiry email to Ms. Banks and Dr. Berhie. Ms. Banks informed me that she would work with Dr. Berhie, Human Resources, and the Provost to address the salary dispute.
5. During the fall 2019 semester, you sent several emails to me, Dr. Berhie, Ms. Robin Pack, and the Provost regarding the sabbatical salary dispute.
6. Unfortunately, I was unable to navigate the system through Ms. Banks and Dr. Berhie to bring satisfactory resolution to the sabbatical salary dispute/complaint within the chain of authority for making financial decisions and/or recommendations to resolve your specific salary disputes.
7. During fall semester 2019, Ms. Robin Pack, Director of Human resources provided you with a written response stating that the university did not make an error in the sabbatical salary payment (she indicated you were to receive only half of the semester salary while on sabbatical). This email communication was sent directly to you.
8. If necessary, I can provide you with the email communication and dates of all internal correspondence regarding the disputed salary during your fall 2019 sabbatical. I believe

that Ms. Shirley Banks can also corroborate receipt of the communications that you sent to me and my efforts to inquire about the resolution of the dispute.

9. At this point, this letter serves as documentation of my timely response to your formal faculty grievance in accordance with JSU policies, as set forth in the Faculty Handbook.

I have provided Dr. Girmay Berhie, Dean of the College of Health Sciences and the School of Public Health with a copy of my response as required by the formal grievance process. A copy of this response is also being filed with Ms. Shirley Banks, Executive Assistant to the Dean and Finance Manager.

If Dr. Berhie, requests to meet with us to discuss the formal grievance in accordance with the faculty grievance procedures, I am available to meet with you both.

Respectfully submitted,

Mary Shaw 5.20.2020

Mary Shaw-Ridley, PhD, MCHES
Chair and Professor
Department of Behavioral & Environmental Health
School of Public Health
College of Health Sciences
Jackson State University
Email: marshaw@jsums.edu
Ph. 601-9793103

Exhibit “D”: Letter by Dr. Girmay, Dean, College of Health Sciences.



May 22, 2020

Dr. Lynda Brown-Wright
Provost and Vice President for Academic Affairs
Jackson State University
P. O. Box 17199
Jackson, MS 39217

Dear Dr. Brown-Wright:

I have received a formal complaint from Dr. Mohammad Shahbazi (see attached Form B – Faculty Issues Worksheet) regarding his sabbatical leave salary for Fall 2019.

Per the JSU Faculty Handbook, compensation for faculty on sabbatical leave states:
“Each person granted sabbatical leave may receive and be paid compensation up to the rate of fifty percent of such person’s annual salary”.

Dr. Shahbazi took approved sabbatical with the understanding that he would be paid one-half of his annual salary (\$82,756/2) during his leave.

Based on the information that I have, I agree that the University should compensate Dr. Mohammad Shahbazi for the remaining portion of his salary for Fall 2019.

Sincerely,

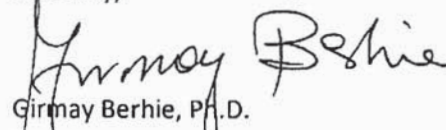

Girmay Berhie, Ph.D.
Dean

Exhibit “E”: Paged from Jackson State University Faculty Handbook.

E

Under provisions of the Plan of Compliance (1974), incumbent personnel of each institution will have opportunities to upgrade their employment credentials sufficiently to be promoted and to be offered new positions; leaves of absence are to be made available to minority faculty members for this purpose (IHL Board Policies and Bylaws, 408.02, 1998).

C. Sabbatical Leave

1. Qualifications - Any member of the faculty of the State Institutions of Higher Learning of the State of Mississippi shall be eligible for sabbatical leave, for the purpose of professional improvement, for not more than two semesters (fall and/or spring) immediately following any twelve (12) or more consecutive semesters of active service in an institution of higher learning of this state where such faculty member is employed or for not more than one semester immediately following any six or more consecutive semesters of such service. Absence on sick leave shall not be deemed to interrupt the active service herein provided for (Miss. Code Ann., Section 37-101-183, as amended).
2. Application - Applications for sabbatical leave shall be made to and approved by the department chair, college dean, and submitted to the Chief Academic Officer for consideration and forwarding to the Institutional Executive Officer for approval and submission to the Institutions of Higher Learning. Applications are initiated at the department level and approved by the dean and CAO. (I revised to include department, dean levels)
NOTE: Specific criteria outlining expected outcomes gained from the leave and benefits to the University are outlined in the Sabbatical Application available online and in the Office of the Provost.
3. Contractual Agreements - Any person who is granted sabbatical leave and who fails to comply with the provisions of such leave as approved by the State Institutions of Higher Learning may have his or her leave terminated by the Board. No person on sabbatical leave can be denied any regular increment of increase in salary because of absence on sabbatical leave.

Service on sabbatical leave shall count as active service for the purpose of retirement and contributions to the retirement fund shall be continued.

In order to provide for the above leaves, the Board shall have power to adopt rules and regulations regarding such leave. In no instance shall leave be granted unless there is a contract providing for continued service, after expiration of the leave, in the college where the faculty member is employed.

Every person on sabbatical leave shall enjoy all the rights and privileges pertaining to his or her employment in the Institutions of Higher Learning in which such person is employed, which such person would have enjoyed if in active service during such leave in the position from which such leave was taken (Miss. Code Ann., Section 37-101-183, as amended; IHL Board Policies and Bylaws 408.03, 2008)).

4. Compensation -The Board is hereby authorized to make payment of salary, or such part of salary as may be decided for such faculty members who are under contract for academic leaves. No salary is paid by the institution for the period of leave, except under the provisions of sabbatical leave policy. Each person granted sabbatical leave may receive and be paid compensation up to the rate of fifty percent of such person's annual salary. Compensation payable to persons on sabbatical leave shall be paid at the same time and in the same manner salaries of the other members of the faculty are paid (Miss. Code Ann., Section 37-101-183, as amended; IHL Board Policies and Bylaws, 408.03, 2008).
5. Benefits – A faculty member on sabbatical leave remains a full-time employee of the institution. Such faculty member shall retain all the rights and benefits including those of retirement, insurance, housing, longevity and other benefits.
6. Institutional Quota - No more than four percent (4%) of the full-time, regular faculty of any one institution may be on sabbatical leave during any one semester. (IHL Board Policies and Bylaws, 408.03, 2008)

D. Professional Leave

Any actively contributing member of the Public Employees' Retirement System who has at least four (4) years of membership service credit and who receives, or has received; professional leave without compensation for professional purposes directly related to the employment in state service shall receive creditable service for the period of professional leave without compensation provided:

1. *The professional leave is performed with a public institution or public agency of this state, or another state or federal agency;*
2. *The employer approves the professional leave showing the reason for granting the leave and makes a determination that the professional leave will benefit the employee and employer;*
3. *Such professional leave shall not exceed two (2) years during any ten-year period of state service;*

Exhibit “F”: Grievance Committee Recommendations

**JACKSON STATE UNIVERSITY
FACULTY GRIEVANCE COMMITTEE**

MEMORANDUM

TO: Mr. Thomas K. Hudson, J.D., Jackson State University Acting President
Dr. Alisa Mosley, Jackson State University Interim Provost and Vice President of Academic Affairs

FROM: Jackson State University Faculty Grievance Committee

Saundra T. McFarland, JD, Committee Chair	Dr. Barbara Howard, Ed.D, Committee Co-Chair
Dr. Deidre Wheaton, PhD	Dr. Helen Crump, PhD
Mr. Jimmy Mumford, MFA	Dr. Tammi M. Taylor, PhD
Dr. Jean-Claude Assad, PhD,	Dr. Belinda Smith, PhD
Dr. Javis Knott, PhD	Dr. Shan Yang, PhD.

SUBJECT: Decision of the Committee re Grievance Mohammed Shabazi

DATE: June 19, 2020

The grievance of Dr. Mohammed Shabazi was heard on June 11, 2020. The matter before the committee was:

Reduced semester pay for a 1 semester sabbatical - Fall 2019

Following the conclusion of Dr. Shabazi's initial presentation, the committee recessed to executive session and determined that the presentation made by Dr. Shabazi regarding his contentions associated with, *reduced semester pay for a 1 semester sabbatical - Fall 2019* was sufficiently substantiated to warrant advancement of his claim.

The committee reconvened to hear the rebuttal of the respondent -Ms. Robin Pack, Executive Director Human Resources. Following the rebuttal presentation, the committee found that Dr. Shabazi's contention regarding *reduced semester pay for a 1 semester sabbatical - Fall 2019* was sufficiently established.

In furtherance of its findings, the committee states the following:

To find in any way other than that Dr. Shabazi's claim was sufficiently established would require a contradictory interpretation of what is explicitly stated in Dr. Shabazi's approved sabbatical application and the IHL minutes wherein it states that, "Mohamed Shabazi; Professor of Behavioral and Environmental Health; *from* salary \$82,756 per annum pro rata; Ayers Funds: 9-month contract: to salary \$41,378 for sabbatical period; Ayers Funds; effective August 16, 2019 to December 31, 2019; professional development."

Additionally and apparently, the sabbatical pay standard applied to Dr. Shabazi was inconsistent with the application of sabbatical pay standard for other faculty members who were on sabbatical during the same term. Specifically, it appears other faculty members received full semester pay for 1 semester sabbatical leave.

Furthermore, finding otherwise would require a deviation from widely accepted standards and commonly held practices that establish that there is no salary reduction if faculty members take a one semester sabbatical during the proscribed sabbatical term.

COMMITTEE RECOMMENDATION

The committee, therefore, recommends that Dr. Shabazi's Fall 2019 semester pay be restored and that he recover the difference in his semester pay (\$41,378) and what he was paid (\$20,689) such that he receive Twenty Thousand, Six Hundred Eighty Eight Dollars and Ninety Eight Cents (\$20,688.98) pursuant to the amounts asserted in his sabbatical application and IHL minutes.

Exhibit “G”: Letter by Thomas Hudson, Acting President, JSU



JACKSON STATE UNIVERSITY

1400 John R. Lynch Street
P. O. Box 17390
JACKSON, MISSISSIPPI 39217

Office of the President

PHONE: (601) 979-2323
FAX: (601) 979-2948

July 8, 2020

Dr. Mohammad Shahbazi, Professor
Department of Behavioral and Environmental Health
College of Health Sciences

Dear Dr. Shahbazi:

In accordance with Jackson State University's policy, this letter shall serve as my final decision regarding your faculty grievance filed concerning your sabbatical pay for the Fall 2019 Semester. After a review and consideration of the Faculty Grievance Committee's recommendation and other supporting documentation from the Faculty Grievance Committee Hearing related to this matter, I do not concur with the committee's recommendation that you receive your full semester pay. I uphold the University's original decision in accordance with the guidance from the State of Mississippi Intuitions of Higher Learning bylaw 408.03 that a faculty member's annual salary rates must be reduced by fifty percent (50%) during any period that the faculty member is on sabbatical, regardless if the period is for a semester or a full academic year.

After a review of the record, it has been determined that your annual salary was adjusted to a rate fifty percent (50%) of your semester salary during your sabbatical period of one semester. Your salary was returned to your normal full time salary after your leave was completed. Therefore, it is my decision no further actions are warranted and this matter shall be considered closed by the University.

Sincerely,

Thomas Hudson

Thomas Hudson, JD
Acting President

Copy: Dr. Alisa Mosley, Interim Provost and Vice President for Academic Affairs
Mr. Edward Watson, General Counsel
Ms. Robin Pack, Director of Human Resources